BOUNDARY LINE AND LAND EXCHANGE AGREEMENT

Agreement made <u>December 18</u>, 1981, between IRA CRAWFORD, a single man, of Underwood, County of Skamania, State of Washington, herein referred to as first party, and MERLIN G. FINK and DONA R. FINK, husband and wife, of 9617 NW Golder. Avenue, Vancouver, County of Clark, State of Washington, herein referred to as second party.

Recitals

1. Ira Crawford, a single man, herein referred to as first party, is owner of the following described land:

That portion of the Northwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 429.00 feet west and 173.00 feet south of the quarter section corner, common to Section 15 and 10; thence south 660.00 feet; thence west 660.00 feet; thence north 660.00 feet; thence east 660.00 feet to the point of beginning.

2. Merlin G. Fink and Dona R. Fink, husband and wife, herein referred to as second party, are owners of the following described real property located in Skamania County, State of Washington, to-wit:

Beginning at a point on easterly right_of_way of county road known as Laycock Road, at its intersection with north boundary line of Northwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, said point being 530 feet east of northwest corner of Section 15, above township and range; thence southerly along easterly right-of-way line of said county road to south boundary line of Northwest Quarter of Section 15, said township and range, thence east along south boundary line of Northwest Quarter of Section 15, said township and range, 1,692 feet more or less, thence north 808 feet along west boundary line of a 15 acre tract situated in southeast corner of said Northwest Quarter; thence east 808 feet to east boundary line of said Northwest Quarter; thence north along east boundary line of said Northwest Quarter to northeast corner of said Northwest Quarter of Section 15; thence west along north boundary line of said Northwest Quarter 2,111 feet to point of beginning;

Except that portion conveyed to Bessie M. Worf by instrument dated April 17, 1957, and recorded August 10, 1957, under Auditor's File No. 52602.

- 3. It is the desire of First Party and Second Party, as owners of the above described properties, to adjust their common boundary lines by effecting an exchange of portions of their respective lands as set forth in this agreement.
- 4. It is the intent and desire of the parties to adjust the boundary lines of the property belonging to first party so that the north boundary line thereof will be coincident with the north

line of the Northwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, said line also being the north line of the property belonging to second party.

5. It is the mutual desire and intent of the parties to take such action and execute such documents as is necessary to effect a land exchange for the purpose of adjusting their common boundary lines.

Now, Therefore, in consideration of their mutual promises set out below, the parties agree as follows:

1. First party shall sell and convey to second party the property described below free from encumbrances except easements of record:

That portion of the Northeast Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian; being more particularly described as follows:

Beginning at a point that is 429.00 feet westerly and 173.00 feet southerly from the North Quarter corner of said Section 15, measured at right angles from the easterly and northerly lines respectively of the Northwest Quarter of said Section 15; thence southerly parallel with the east line of the Northwest Quarter of said Section 15, a distance of 660.00 feet; thence westerly parallel with the northerly line of the Northwest Quarter of said Section 15, a distance of 660.00 feet; thence northerly parallel with the east line of the Northwest Quarter of said Section 15, a distance of 660.00 feet; thence easterly parallel with the north line of said Northwest Quarter a distance of 660.00 feet to the point of beginning.

2. Second party shall sell and convey to first party the property described below free from encumbrances except easements of record:

That portion of the Northeast Quarter of the Northwest Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point that is 429.00 feet westerly from the North Quarter corner of said Section 15, (as measured along the north line of said Northwest Quarter); thence southerly parallel with the east line of the Northwest Quarter of said Section 15, a distance of 660.00 feet; thence westerly parallel with the northerly line of the Northwest Quarter of said Section 15, a distance of 660.00 feet; thence northerly on a line parallel with the east line of the Northwest Quarter of said Section 15, a distance of 660.00 feet to a point on the northerly line thereof; thence easterly along said northerly line 660.00 feet to the point or beginning.

- 3. Each conveyance shall be made by means of a warranty deed conveying the respective properties free of encumbrances except as herein stated.
- 4. Each party shall pay all taxes and assessments imposed for the year 1981 on the property being conveyed by such party.

Thereafter each party shall pay all taxes and assessments imposed on the property received by such party pursuant to this agreement.

- 5. Each party shall pay all recording fees and title charges affecting the property he is exchanging and one-half of all closing charges.
- 6. Each party shall pay the cost of any tax imposed by law on the instrument conveying his property.
- 7. The parties hereto shall supply title reports for their respective properties within thirty (30) days from the date of this agreement, issued by reliable title companies.
- 8. This exchange shall be consummated in the office of Jan C. Kielpinski, Attorney at Law, at 27 Russell Street, Stevenson, Washington.
- 9. A reasonable time will be allowed each party for furnishing the title documents and deeds called for in this instrument.
- 10. It is agreed that this instrument shall be binding on the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 18th day of December, 1981.

IPA CRAWFOOD

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DONA R. FINK

STATE OF WASHINGTON

County of Skamania)

on this day personally appeared before me IRA CRAWFORD, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of December,

Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)

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SS.

County of Skamania

On this day personally appeared before me MFTLIN G. FINK and DONA R. FINK, husband and wife, to me known to be the individuals

described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of December,

Motary Public in and for the State of Washington, residing at Stevenson.

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MARRIAGE APPLICATIONS
ONLY RECURDINGS
COARDINGS
COARDINGS